

**AMENDMENT TO
AGREEMENT FOR RECIPROCAL COMPENSATION FOR
CMRS LOCAL CALLING IN ILLINOIS**

**by and between
SPRINT SPECTRUM L.P.**

AND

**AMERITECH ILLINOIS
ILLINOIS**

This Amendment is entered into this 21 day of February, 2003, by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654 on behalf of Ameritech Illinois ("Telco") and Sprint Spectrum L.P., as General Partner and as agent for WirelessCo, L.P., both limited partnerships organized under the laws of the state of Delaware, with offices at 4900 Main, 12th Floor, Kansas City, MO 64112 ("Carrier") (collectively, the "Parties") for the state of Illinois.

WHEREAS, Telco and Carrier (collectively, the "Parties") have entered into an Agreement in the state of Illinois known as "Agreement For Reciprocal Compensation for CMRS Local Calling in Illinois" by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., on behalf of Ameritech Illinois, and Sprint Spectrum L.P., as General Partner and as agent for WirelessCo, L.P., all foregoing entities jointly d/b/a Sprint PCS ("Interconnection Agreement"); and

WHEREAS, the Parties desire to amend, as set forth herein, the Interconnection Agreement, which is being filed for approval contemporaneously herewith;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Telco and Carrier agree as follows:

1. The following appendix, attached hereto, is made a part of the Interconnection Agreement: Appendix – Wireless Emergency Number Service Access (E9-1-1)

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

3. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and together shall constitute one document.

4. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. ____ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In*

the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights Telco reserves its right to exercise its option at any time in the future to adopt on a date specified by Telco the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

5. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission and shall become effective ten (10) days following approval by such Commission.

In witness whereof each Party has caused this Amendment to be executed by its duly authorized representative.

Sprint Spectrum L.P., as General Partner and as
agent for WirelessCo, L.P., a Delaware Limited
Partnership

Illinois Bell Telephone Company,
by SBC Telecommunications, Inc.,
its authorized agent

By: _____

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: *For/* President-Industry Markets

Date: _____

Date: _____

AECN/OCN # _____